IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re:) Chapter 11
)
LEHMAN BROTHERS HOLDINGS INC.) Case No. 08-13555 (JMP)
)
)
Debton) (Jointly Administered)
Debtor.	· · · · · · · · · · · · · · · · · · ·
	3 .

NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO:

TPG-AXON PARTNERS, LP ("Transferor")

TPG-Axon Capital Management, LP Attention: Chief Financial Officer 888 7th Avenue – 38th Floor New York, NY 10019

Tel: 212-479-2000 Fax: 212-479-2001

2. Please take notice that the transfer in the amount of 100% of your claims against LEHMAN BROTHERS HOLDINGS INC., Case No. 08-13555 (JMP) arising from and relating to Claim Nos. 17600 (attached in Exhibit A hereto) and 30099 (attached in Exhibit B hereto), has been transferred to:

GOLDMAN SACHS LENDING PARTNERS LLC ("Transferee")

c/o Goldman, Sachs & Co. 30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

Email: Andrew.Caditz@gs.com

An evidence of transfer of claim is attached hereto as <u>Exhibit C</u>. All distributions and notices regarding the transferred portion of the claims should be sent to the Transferee at the instructions attached in <u>Exhibit D</u>.

	No action is required if you do not object to the transfer of your claims. However, IF YOU OBTO THE TRANSFER OF YOUR CLAIMS, WITHIN 20 DAYS OF THE DATE OF THIS ICE, YOU MUST:
	FILE A WRITTEN OBJECTION TO THE TRANSFER with:
	United States Bankruptcy Court Southern District of New York Attn: Clerk of Court
	Allexander Hamilton Custom House One Bowling Green New York, NY 10004-1408
	SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.
	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
4. TIMI OUR	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT ELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON RECORDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
FOR This 2005.	CLERK'S OFFICE USE ONLY: notice was mailed to the first named party, by first class mail, postage prepaid on

EXHIBIT A

PROOF OF CLAIM

United States Bankruptcy Court/South Lehman Brothers Holdings Claims Processin		PROC	OF OF CLAIM			
c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076						
New York, NY 10150-5076	1.0	Filed: USBC -	Southern District of New York others Holdings Inc., Et Al.			
In Re: Lehman Brothers Holdings Inc., et al.	Chapter 11 Case No. 08-13555 (JMP)		8-13555 (JMP) 0000017600			
Debtors. Name of Debtor Against Which Claim is Held	(Joint Administered) Case No. of Debtor		16161414 414 01 41 1 1			
Lehman Brothers Holdings Inc.	08-13555					
NOTE: This form should not be used to make	a claim for an administrative expense arising	\${\\ \ \ \ \ \ \ \ \ \	100 1019 II 130 # # 14 # 15			
after the commencement of the case. A requesting be filed pursuant to 11 U.S.C. § 503.	a for payment of an administrative expense	THIS SPACE IS	S FOR COURT USE ONLY			
Name and address of Creditor: (and name an	d address where notices should be sent if	Check this box to indicate that this				
different from Creditor) TPG-Axon Partners, L.P.		claim amends a previously fited claim.				
(For addresses and telephone numbers, se	e attached annex)	Court Claim				
•		Number: (If known)	. '			
		(IJ KNOWII)	NOTICE OF SCHEDULED CLAIM:			
Telephone number: E	mail Address:	Filed on:	Your Claim is scheduled by the indicated Debtor as:			
Name and address where payment should be	sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of				
(See attached annex)		claim relating to your claim. Attach				
		copy of statement giving particulars. Check this box if you are the debtor				
Telephone number:	mail Address:	or trustee in this case.				
	led: \$ 23,820.228 (see attached annex for d	letails)	5. Amount of Claim Entitled to Priority			
If all or part of your claim is secured, comple	te Item 4 below; however, if all of your claim	n is unsecured, do not complete	under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following			
item 4. If all or part of your claim is entitled to priori If all or part of your claim qualifies as an Ad	ity, complete Item 5.	a)(9), complete Item 6.	categories, check the box and state the amount.			
⊠ Check this box if all or part of your claim	n is based on a Derivative Contract*		Specify the priority of the claim:			
Check this box if all or part of your claim	DERIVATIVE CONTRACT	Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).				
OR A CHARANTEE OF A DERTOR, YO	OU MUST ALSO LOG ON TO http://www PLETE THE APPLICABLE QUESTION	.lehman-claims.com AND	☐ Wages, salaries or commissions (up to			
SUPPORTING DOCUMENTATION OR	YOUR CLAIM WILL BE DISALLOWER	Э.	\$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the			
☐ Check this box if claim includes interest	or other charges in addition to the principal a	mount of the claim. Attach	debtor's business, whichever is earlier - 11			
http://www.lehman-claims.com if claim is ba	harges. Attach itemized statement of interest used on a Derivative Contract or Guarantee.	or charges to this form or on	U.S.C. § 507(a)(4). Contributions to an employee benefit plan			
2. Basis for Claim: (See attached ann			-11 U.S.C. § 507(a)(5).			
(See instruction #2 on reverse side.)	hich creditor identifies debtor: <u>N/A</u>		Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for			
3. Last four digits of any number by w 3a. Debtor may have scheduled acco (See instruction #3a on reverse si	ount as:	-	personal, family, or household use – 11 U.S.C. § 507(a)(7).			
4 Secured Claim (See instruction #4 on		f setoff and provide the requested	Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8).			
information.			Other - Specify applicable paragraph of			
	Real Estate Motor Vehicle Other	ī	11 U.S.C. § 507(a)().			
Describe: (See attached annex) Value of Property: \$	Annual Interest Rate %		Amount entitled to priority:			
Amount of arrearage and other charges	s as of time case filed included in secured clai	m, if any:				
	Basis for perfection:		SN/A			
Amount of Secured Claim: \$	Amount Unsecured: \$]			
6. Amount of Claim that qualifies as an (See instruction #6 on reverse side.)	a Administrative Expense under 11 U.S.C.	§ 503(b)(9): \$ <u>N/A</u>				
7. Credits: The amount of all payments 8. Documents: Attach reducted copies of	on this claim has been credited for the purpos f any documents that support the claim, such	as promissory notes, purchase	FOR COURT USE ONLY			
orders invoices itemized statements of runn	ing accounts, contracts, judgments, mortgage lence of perfection of a security interest. (See	s and security agreements. Attach	FILED I RECEIVED			
reverse side) If the documents are voluming	ous, attach a summary.		BERRIA SECOND CL			
DO NOT SEND ORIGINAL DOCUMEN SCANNING.	TS. ATTACHED DOCUMENTS MAY B	E DESTROYED AFTER	055 40 2000			
If the documents are not available, please ex	plain: (See attached annex)		SEP 1 8 2009			
Date: Signature:	1//		1 []			
			EPIQ BANKRUPYCY SOLUTICIUS, LLQ			
9 17 2009 By: MA	audulent claim: Fine of up to \$500,000 or im	anticonment for un to 5 years or hot	h 18 U.S.C. 88 152 and 3571			
renatty for presenting fr	unument cium. Emic of up to \$500,000 of m	iprocument for up to 2 years, or oon				

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of D	ebtor, and Case Number:		
Fill in the r	name of the Debtor in the bankruptcy co	ase, and the	bankruptcy case number.
08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
08-13885	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties Loan Finance S.a
08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Katakaua Owners LLC
08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC
	im is against multiple Debtors, comple	te a separate	form for each Debtor.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filling. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

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5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(cs) and the state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

____DEFINITIONS

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owned a debt by the debtor on the date of the bankruptcy filing.

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101 (5). A claim may be secured or unsecured. Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unscoured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured Claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Reducted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their affiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Teasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.).

Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either
enclose a stamped self-addressed envelope and a copy of this
proof of claim, or you may access the Claims Agent's system
(http://www.lehman-docket.com) to view your filed proof of

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	
	x
In re:	: : Chapter 11
LEHMAN BROTHERS HOLDINGS INC., et al.,	: Case No. 08-13555 (JMP)
Debtors.	: (Jointly Administered) :
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ANNEX TO PROOF OF CLAIM HELD BY TPG-AXON PARTNERS, L.P

This is an Annex to, and a part of, the proof of claim (the "Proof of Claim") filed by TPG-Axon Partners, L.P. ("TPG" or "Claimant"), c/o TPG-Axon Capital Management, L.P., 888 Seventh Avenue, 38th Floor, New York, NY 10019. TPG is the holder of a claim (the "Claim") against Lehman Brothers Holdings Inc. ("LBHI" or the "Debtor"," and collectively with LBHI's affiliated debtors and debtors-in-possession in the above-captioned chapter 11 cases the "Debtors") described on the prefixed Proof of Claim and as set forth in further detail in this Annex.

THIS ANNEX CONSTITUTES A PART OF THE PROOF OF CLAIM AND IS INCORPORATED THEREIN BY REFERENCE. Copies of certain supporting documents relating to the Claim are described below and will be filed in accordance with the procedures established for the filing of claims in the Debtors' chapter 11 cases and are incorporated by reference into the Proof of Claim. Copies of certain additional supporting documentation (including but not limited to the Agreements (as defined herein)) are voluminous, contain proprietary business information and are readily available to the Debtors and accordingly, not attached hereto. The Claimant will furnish the Debtor with copies of any additional pertinent documentation upon request or as otherwise required by order of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

- 1. <u>Basis for Claim</u>: On September 15, 2008 (the "<u>Petition Date</u>"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "<u>Bankruptcy Code</u>"), in the Bankruptcy Court. The Debtor is obligated to the Claimant for the Claim described herein.
- (a) The Claim asserted herein arise from or are related to transactions with the Debtors pursuant to that certain ISDA Master Agreement (and all schedules, annexes and confirmations thereto) by and among TPG and Lehman Brothers International (Europe) ("LBIE"), as counterparties, and LBHI, as guarantor, dated as of December 16, 2005 (as amended, supplemented or otherwise modified from time to time, and including any related agreements and other documents, collectively, the "Master Agreement"); and (b) that certain Guarantee of LBHI, dated as of December 16, 2005, (as amended, supplemented or otherwise

modified from time to time, and including any related agreements and other documents including the guarantee by LBHI of all liabilities of LBIE dated January 4, 2008, collectively, the "Guarantee Agreement" and together with the Master Agreement, the "Agreements"). In connection with the counterparties' entry into the Master Agreement and pursuant to the Guarantee Agreement, LBHI agreed to act as Guarantor of LBIE's obligations under the Master Agreement for the benefit of TPG. The Claims are based upon obligations, liabilities and indebtedness owing by the Debtors to the Claimant (the "Obligations"), which Obligations arise under and in connection with the Agreements and other related documents.

(b) Without limiting the generality of the foregoing, the Claim includes, without limitation, the Obligations described below.

Guaranteed LBIE Claims. Pursuant to section 6 of the Master Agreement, upon the filing of the Debtors' bankruptcy petitions on September 15, 2008, TPG was entitled to declare an Event of Default and designate an Early Termination Date (as these terms are defined in the Master Agreement) for termination of the Master Agreement.

On September 15, 2008, TPG sent a notice to the Debtors designating September 15, 2008 an Early Termination Date of the Master Agreement. (See Exhibit A). On September 17, 2008, TPG sent LBIE and the Debtors a "Notice of Calculations," and on September 22 TPG sent LBIE and the Debtors an "Amended Notice of Calculations" which included a statement of calculations and quotations setting forth the amount that TPG reasonably determined in good faith was payable to it under section 6(e) of the Master Agreement (See Exhibit B). On September 19, 2008, TPG sent a notice of Acceptance of Repudiatory Breach to LBIE and the Debtors with respect to unsettled trades under LBIE's General Terms and Conditions (see Exhibit C). LBHI, by the Guarantee Agreement, owes TPG \$23,820,228.

Total Amount of Claim at Time of Bankruptcy Filing: Liquidated claims of not less than \$23,820,228 inclusive of accrued interest as of the Petition Date, in the aggregate, plus contingent unliquidated claims not presently ascertainable as described herein.

Without limiting any of the foregoing, Claimant reserves all of its rights to assert claims for interest (including, without limitation, at the default rate), fees, costs, charges, expenses, disbursements, liabilities, losses, damages, indemnification, reimbursement and/or contribution, and other amounts, including, without limitation, legal fees and expenses (including, without limitation, in connection with the preparation, filing and prosecution of the Proof of Claim), that exist or arise as of or after the date of the filing of the Proof of Claim, whether prior to, on or subsequent to the Petition Date, in each case to the extent or as may be permitted, provided and/or contemplated in the Agreements, any supporting documentation or applicable law.

2. <u>Secured Claim</u>: The Claim of the Claimant against the Debtors for amounts due and owing as of the Petition Date is an unsecured claim to the extent of any deficiency following any exercise by Claimant of any rights of setoff that it may have against the Debtor. Claimant hereby asserts any and all rights of setoff it may have in respect of the Claim, including, without

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limitation, the right to setoff its Claim against any claims that Debtors (or any successor, assignee or person claiming through Debtors) may assert against the Claimant.

3. <u>Credits</u>: The amount of all payments on the Claim has been credited and deducted for purposes of making this Proof of Claim.

4. Reservation of Rights:

- (a) In filing its Proof of Claim, Claimant expressly reserves all rights and causes of action, including, without limitation, contingent or unliquidated rights that it may have against the Debtor. This description and classification of claims by Claimant is not a concession or admission as to the correct characterization or treatment of any such claims or a waiver of any rights of the Claimant. Furthermore, Claimant expressly reserves all rights to amend, modify and/or supplement the Proof of Claim in any respect, including, without limitation, with respect to the filing of an amended proof of claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim for additional claims, including, without limitation, claims for interest (including, without limitation, at the default rate), fees and related expenses (including, without limitation, attorneys' fees) that are not ascertainable at this time.
- (b) Claimant's Proof of Claim is filed without prejudice to the filing by Claimant of additional proofs of claim or requests for payment with respect to any other indebtedness, liability or obligation of any of the Debtors. Claimant does not, by its Proof of Claim or any amendment or other action, waive any rights with respect to any scheduled claim.
- (c) By filing the Proof of Claim, Claimant does not waive any rights under chapter 5 of the Bankruptcy Code.
- (d) In executing and filing its Proof of Claim, Claimant does not submit itself to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to its Claim against the Debtor and does not waive or release: (i) its rights and remedies against any other person or entity that may be liable for all or part of the Claim set forth herein, whether an affiliate or subsidiary of the Debtor, an assignee, guarantor or otherwise; (ii) any obligation owed to it, or any right to any security that may be determined to be held by it or for its benefit; (iii) any past, present or future defaults (or events of default) by the Debtor or others; or (iv) any right to the subordination, in favor of Claimant, of indebtedness or liens held by other creditors of the Debtor. The filing of the Proof of Claim is not, and shall not be construed as, an election of remedies or limitation of rights or remedies.
- (e) Nothing contained in the Proof of Claim nor any subsequent appearance, pleading, claim or suit is intended to be a waiver or release of: (i) the right of Claimant to have final orders in non-core matters entered only after de novo review by a district court judge; (ii) the right of Claimant to a jury trial in any proceeding so triable herein or, in any case, any controversy or proceeding related hereto; (iii) the right of Claimant to have the reference withdrawn by the United States District Court for the Southern District of New York in any matter subject to mandatory or discretionary withdrawal; (iv) the right of Claimant to have any unliquidated portions of the Claim determined by applicable state courts; or (v) any other rights,

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claims, actions, defenses, setoffs or recoupments to which Claimant is or may be entitled under agreements, documents or instruments, in law or equity, all of which rights, claims, actions, defenses, setoffs and recoupments are expressly reserved.

5. Notices: All notices with respect to the Claim should be sent to:

TPG-Axon Partners, L.P. c/o TPG-Axon Capital Management, L.P. 888 Seventh Avenue, 38th Floor New York, NY 10019
Attention: Mia Harding
Email: mharding@tpgaxon
Telephone: +44 207 758 6243

with copies to:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: Steven Lofchie
Phone: 212-504-6000
Facsimile: 212-504-6666

Dated: September 17, 2009

EXHIBIT A



September 15, 2008

Lehman Brothers International (Europe)
25 Bank Street
London
E14 5LE
England

Attention: Documentation Manager

cc: Lehman Brothers Holdings Inc. (London Branch)
25 Bank Street
E14 5 LE
London, England
Attention: Credit Risk Group

NOTICE OF EARLY TERMINATION

Re: ISDA Master Agreement between Lehman Brothers International (Europe) ("Counterparty") and TPG-Axon Partners, LP (the "Fund"), dated December 16, 2005 (the "Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

This letter serves as notice of the designation of an Early Termination Date effective as of September 15, 2008 pursuant to Sections 5(a)(vii) and 6(a) of the Agreement.

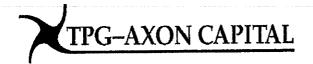
In accordance with the provisions of Section 6(e) of the Agreement, we will calculate the amount, if any, payable in respect of such Early Termination Date. We will provide you as soon as reasonably practicable with our calculations pursuant to Section 6(d) of the Agreement and specify the Early Termination Amount payable and the details of the relevant account to which the Early Termination Amount (if any) is to be paid.

The Fund hereby reserves all of its rights in respect of the Agreement whether arising under the Agreement, at law or otherwise (and for the avoidance of doubt this letter does not constitute a waiver of any such rights) including but not limited to the right to serve any further notice on you.

The notice is governed by the laws of the State of New York.

Please provide us with a written acknowledgement of receipt of this notice.

If you have any queries in connection with this notice please contact Mia Harding on +44 20 7758 6243 (mharding@tpgaxon.com).



TPG-Axon Partners, LP

By: TPG-Axon Capital Management, L.P., solely as investment manager and not in its individual capacity

Name: Michael Gismondi Title: Chief Financial Officer **EXHIBIT B**



September 17, 2008

Lehman Brothers International (Europe) 25 Bank Street London E14 5LE London, England

Attention: Documentation Manager

Lehman Brothers Holdings Inc. (London Branch)
25 Bank Street
E14 5LE
London, England
Attention: Credit Risk Group

NOTICE OF CALCULATIONS

Re: ISDA Master Agreement between Lehman Brothers International (Europe) ("Counterparty") and TPG-Axon Partners, LP (the "Fund"), dated December 16, 2005 (the "Master Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

This letter serves as the Fund's notice of calculations and statement of payments on early termination pursuant to Section 6(d)(i) of the Master Agreement. In our determination of the early termination amount, we have performed all calculations pursuant to Section 6(e) and have exercised our rights of Set-off.

Pursuant to the terms of the Master Agreement, the Fund has determined the Early Termination Amount in accordance with the definition of "Loss" in the Master Agreement, which is an amount determined by the Fund in good faith equal to its total losses and costs. The relevant "Loss" calculation is specified in Appendix 1 to this letter.

The Termination Currency specified in Part I of the Schedule to the Master Agreement is U.S. Dollars ("USD").

Accordingly, pursuant to Section 6(e), the amount payable by the Counterparty to the Fund is USD 18,875,459, determined on the following basis:

1. Settlement Amount:

USD 9,378,711

PLUS

 Termination Currency Equivalent of the Unpaid Amounts owed to us:

USD 9,496,748

LESS



Termination Currency Equivalent of the Unpaid Amounts awed by us:

USD 0.00

TOTAL

USD 18,875,459

We should be grateful if you would please therefore pay such amount in immediately available funds to the following account:

Chase Manhattan Bank, N.Y.

ABA# 021-000-021

F/A/O Goldman Sachs & Co, N.Y.

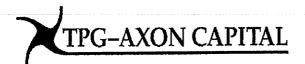
A/A# 930-1-011483 Sub-account: 002-37737-2

If you have any queries in connection with this notice please contact Mia Harding on +44 20 7758 6243 (mharding@tpgaxon.com).

TPG-Axon Partners. LP

By: TPG-Axon Capital Management, LP Solely as investment manager and not in its individual capacity

Name: Michael Gismondi Title: Chief Financial Officer



September 22, 2008

Lehman Brothers International (Europe) 25 Bank Street London E14 5LE London, England

Attention: Documentation Manager

Lehman Brothers Holdings Inc. (London Branch)
25 Bank Street
E14 5LE
London, England
Attention: Credit Risk Group

AMENDED NOTICE OF CALCULATIONS

Re: Early Termination notice effective as of September 16, 2008 regarding the ISDA Master Agreement between Lehman Brothers International (Europe) ("Counterparty") and TPG-Axon Partners, LP (the "Fund"), dated December 16, 2005 (the "Master Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

This letter serves as the Fund's amended notice of calculations and statement of payments on early termination pursuant to Section 6(d)(i) of the Master Agreement. This notice supersedes and amends the Notice of Calculations sent by the Fund to the Counterparty dated September 17, 2008. In our determination of the early termination amount, we have performed all calculations pursuant to Section 6(e) and have exercised our rights of Set-off.

Pursuant to the terms of the Master Agreement, the Fund has determined the Early Termination Amount in accordance with the definition of "Loss" in the Master Agreement, which is an amount determined by the Fund in good faith equal to its total losses and costs. The relevant "Loss" calculation is specified in Appendix 1 to this letter, and evidence of that calculation is specified in Appendix 2 to this letter.

The Termination Currency specified in Part I of the Schedule to the Master Agreement is U.S. Dollars ("USD").

Accordingly, pursuant to Section 6(e), the amount payable by the Counterparty to the Fund is USD 23,820,228, determined on the following basis:

Settlement Amount:

USD 14,324,176

PLUS

 Termination Currency Equivalent of the Unpaid Amounts owed to us:

USD 9,496,052

LESS



Termination Currency Equivalent of the Unpaid Amounts owed by us:

USD 0.00

TOTAL

USD 23,820,228

We should be grateful if you would please therefore pay such amount in immediately available funds to the following account:

Chase Manhattan Bank, N.Y. ABA# 021-000-021 F/A/O Goldman Sachs & Co, N.Y. A/A# 930-1-011483 Sub-account: 002-37737-2

If you have any queries in connection with this notice please contact Mia Harding on +44 20 7758 6243 (mharding@tpgaxon.com).

TPG-Axon Partners. LP

By: TPG-Axon Capital Management, LP Solely as investment manager and not in its individual capacity

Name: Michael Gismondi Title: Chief Financial Officer

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"APPENDIX 2"

Peggy Kelly

From:

Sean Fletcher

Sent:

Friday, September 19, 2008 6:45 PM

To: Cc: Peggy Kelly Scott Friedman

Subject:

FW: ML CDX: IG8 210/215(-6) HVOL8 390/405(-35)

Here is the end of day valuation for iG8 for 9/16/08.

----Original Message----

From: LIZ EVERETT, MERRILL LYNCH/NY, WFC [mailto:leverett@bloomberg.net]

Sent: Tuesday, September 16, 2008 3:59 PM

To: Credit Index

Subject: ML CDX: IG8 210/215(-6) HVOL8 390/405(-35)

ML CDX: IG8 210/215(-6) HVOL8 390/405(-35)

The information herein has been obtained from various sources. We do not guarantee its accuracy. Neither the information, recommendations or opinions expressed herein constitutes an offer to buy or sell any securities, futures, options, or investment products. Merrill Lynch may trade for its own account in the securities or other products described here. Foreign currency denominated investments are subject to fluctuations in exchange rates that could have a positive or adverse effect on the investor's return.

Pg 20 of 68

<HELP> for explanation.

Corp CDSW

1(GO) to save Deal, 2(GO) to save curve source SWAP CPU:300 DEFAULT CREDIT Members All Quotes Send to VCON Curves View Deal Spreads Date Deal Information Curve Date: 9/15/08 CDS Index: CDX.NA.IG.8 6/12 BB #: SP9509XX Benchmark: S168 MMid Deal#: Counterparty: Privilege: U User US Fixing Swap Curve Series: Ticker: / 6) 5yr Fix Diff: -40.55bp Settlement Code: USD Business Days: USD GBP Pricing Curve: Fixing Sprds: User Currency: USD Business Day Adj: 1 Following Factor:1 B BUY Notional: 502.50 MM CDSD SP9509XX IMMI Knock Out: N Effective Date: 3/21/07 Par Cds Spreads Default Day Count: ACT/360 Maturity Date: 6/20/12 Flat: (bps) Prob Month End: N Payment Freq: Q Quarterly 210.000 0.0178 First Cpn: 6/20/07 Next to Last Cpn: 3/20/12 3/20/09 T True Pay Accrued: 210,000 0.0352 9/21/09 Curve Recovery: T True 210,000 0.0686 0.40 Date Gen Method: B Backward 9/20/10 Recovery Rate: 210.000 0.1009 9/20/11 Deal Spread: 35.000bps 210,000 0.1322 Mode: 1 Calc Price 9/20/12 Calculator 210.000 0.1623 Model: D DIPMorgan 9/20/13 Valuation Date: 9/16/08 9/21/15 210,000 0.2194 Cash Settled On: 9/18/08 94 14634706 Repl Sprd: 209.992 bps 29,414,606 Sprd DV01: 159,144.75 210.000 0.2978 9/20/18 Price: Frequency: Q Quarterly Day Count: ACT/360 Market Val: -429,917 Days: 88 32) Sprd KRR Accrued: Recovery Rate: 0.40
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Corp CDSW

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LEHMAN BROTHERS

DERIVATIVES - MTM STATEMENT

TO: TPG-AXON PA	ARTNERS LP
AJC# 020705TCML	
Chris Caliendo	
PHONE	
FAX	A CONTRACTOR OF THE PROPERTY O
EMAIL	
otc@tpgaxon.c	com;gsfundadmin-tpg@gs.com;emest.hance@gs.com;
ellen.conklin@gs.com;erazy(@tpgaxori.com;confirm@tpgaxori.com;dai@tpgaxori
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DATE	12500200005
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	EROM: LEHMAN BROTHERS INTERNATIONAL HEROPESS
0.0	STANLEYDEAN
•	PHONE: 212-526-2170
	The state of the s
	EMAIL: cvg@lehmari.com

POSITIVE NUMBERS = DUE TO LEHMAN/COLLATERAL HELD BY LEHMAN NEGATIVE NUMBERS = DUE TO YOU/COLLATERAL HELD BY YOU

The below estimated value[s] are as of the date indicated and do not represent actual bids or offers by Lehman Brothers. There can be no assurance that actual trades could be completed at such value[s]. Unless otherwise specified, the below valuations represent mid-market valuations. Mid-market values attempt to approximate the current economic value of a given position using prices and rates at the average of the bid and offer for the respective underlying asset(s) or reference rate(s). Discussions of trade values in general, and indicative or firm price quotations and actual trade prices in particular, may vary significantly from these written estimated values as a result of various factors, which may include (but are not limited to) prevailing credit spreads, market liquidity, position size, transaction and financing costs, hedging costs and risks and use of capital and profit.

These estimates may not be representative of any theoretical or actual internal valuations employed by us for our own purposes, may vary during the course of any particular day and may vary significantly from the estimates or quotations that would be given by another dealer. You should consult with your own accounting or other advisors as to the adequacy of this information for your purposes. As a condition for providing these estimates, you agree that Lehman Brothers makes no representation and shall have no liability in any way arising there from to you or any other entity for any loss or damage, direct or indirect, arising from the use of this information.

MPM Summary	Independent Requirement Summary.
Default Swaps Total: (10,915,737)	Portfolio independent Requirement USD/USD 1.000000000
Equity Options Total (20,000)	Deal Specific Independent Requirement 1,433,142
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LEHMAN BROTHERS

DERIVATIVES - MTM STATEMENT

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TO: TPGAXON PARTNERS (OFFSHORE); LTD	
AIC #/ / Q20705TORE	
WAFAT	th its Markey
PHONE:	
FAX:	<u> </u>
EMAIL: off@pgaxon.com;gsfundadmin-tpg@gs.com;emast.hance	-മ്പാട്ട വേന
ellen.conklin@gs.com;comims@tpgaxon.com;erazy@tpgaxon.com;clai	
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DATE: 42Sep 2008	
COB VALUATION DATE: 11-Sep-2008	
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FROM THE MAN BROTHER	SUNTERNATIONAL EUROPE
STANLEY DEAN	1.4.1。 网络沙洲部城市西部海滨路路南部城市。1931年,
PHONE: 212-526-2170	。 15、15、15、15、15、15、15、15、15、15、15、15、15、1
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EMAIL: cvg@lehman.com	

POSITIVE NUMBERS = DUE TO LEHMAN/COLLATERAL HELD BY LEHMAN NEGATIVE NUMBERS = DUE TO YOU/COLLATERAL HELD BY YOU

The below estimated value[s] are as of the date indicated and do not represent actual bids or offers by Lehman Brothers. There can be no assurance that actual trades could be completed at such value[s]. Unless otherwise specified, the below valuations represent mid-market valuations. Mid-market values attempt to approximate the current economic value of a given position using prices and rates at the average of the bid and offer for the respective underlying asset(s) or reference rate(s). Discussions of trade values in general, and indicative or firm price quotations and actual trade prices in particular, may vary significantly from these written estimated values as a result of various factors, which may include (but are not limited to) prevailing credit spreads, market liquidity, position size, transaction and financing costs, hedging costs and risks and use of capital and profit.

These estimates may not be representative of any theoretical or actual internal valuations employed by us for our own purposes, may vary during the course of any particular day and may vary significantly from the estimates or quotations that would be given by another dealer. You should consult with your own accounting or other advisors as to the adequacy of this information for your purposes. As a condition for providing these estimates, you agree that Lehman Brothers makes no representation and shall have no liability in any way arising there from to you or any other entity for any loss or damage, direct or indirect, arising from the use of this information.

MTMSgmmary	Independent Requirement Summary FX Rates
Default Swaps Total: (22.162.254)	Portfolio Independent Requirement
Equity Options Total: (42,500)	Deal Specific Independent Requirement: 2,930,035
Equity Swaps Total: 1,102,887	TOTAL: 2.930,035
TOTAL: (21,101,867)	

Page 1 of 3

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GID	RMS4D		Product Type	e Tick	ar : Tra	かんがん グライ	Matur Oate	Default St	waps Buy/ Seli	_GCY_	Notional Amoun	的现在分词		MIM (USD)
3245640 3245641	324564 324564	•	DEFAULTS DEFAULTS			Nug-2007 Nug-2007		n-2012 n-2012	S	USD USD	167,500,000 335,000,000			(7,387,418) (14,774,836)
DEFAULT	SWAPS TO	TAL:												(22)62(254)
GD	RMS ID:	-Produ Type	ct Tickei	Trade Date	Maturi Date	y Buy <i>l</i> Sell	1. No. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Equity Op Opt CCY Type	itions Strike	No of Units	Notional CCY	Option U Value	iderlying Value	MTM (USD)
233.000.00	N08061146 PTIONS TO	00	MEE.N	04-Jun	2008 16-Jan	2009 S	AMER	C USD	115.0000	-3,40	0.00 39,100,000	0.1250	43,3600	(42,500)
*					jest je			¿Equity S	waps					
GID	RMS IL		eroduct Ty	pe Tic	ker Cusip	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	rade? ate	Effective Date	Maturity Date	Notion CCY	aal Noof N Units	otional Amount CCY	Market Price	MTM (USD)
10022968 10027731 10029333 10030689 10032249	N0088	77E 15E 48E 36E	EQUITYSI EQUITYSI EQUITYSI EQUITYSI	NAP LB NAP LB NAP LB NAP LB	ESX30LBESX ESX30LBESX ESX30LBESX ESX30LBESX ESX30LBESX	08 03-J 08 25-J 308 11-P 308 04-M	ct-2007 an-2008 an-2008 eb-2008 lar-2008	31-Oct-200 08-Jan-200 30-Jan-200 14-Feb-200 07-Mar-200	08 09 Fe 08 02-Ma 08 16-Ma 08 07-Ap	r-2009 USD r-2009 USD r-2009 USD	480,591.00 13.200.00 83,750.00 71,690.00 14,070.00	24,118,030 660,094 3,955,627 3,273,807 656,854	49.04 49.04 49.04 49.04 49.04	489,821 (12,507) 166,824 249,356 33,325 176,067
10037268 EQUITYS	NOO95 TOT	16-12-7	EGUITYS	NAP LB	ESX301 BESX	908, 13-N	lay-2008	76-May-20	08 16-Ju	1-2009 USD	134,000,00	9.4VC,121		1302.887

Page 2 of 3

Page 3 of 3

LEHMAN MARGIN ACCRUAL ESTIMATES

LBIE 13,905 7,925 21,830

4. 1. 1. 1. 1. 1.	Salar nikele	top off off the	!			le men	(Eroline et l				
		Fedural	}					EDTRION	(HP		
DATE	BALANCE	FED	SPREAD	NET RAY	E INTEREST	DATE	BALANCE		SPREAD_	NET RATE	
9/1/2008	18.646.909.98	1,94	1	0.019	897.08	9/1/2008		1.94	0		611.30
9/2/2008	16,648,909.98	1.98	. (0.018	906.33	9/2/2008		1.98	0		516.58
9/3/2008	18,648,809,98	2.01	(0.020	929,45	9/3/2008	9,488,128.85	2.01	0		529,75
9/4/2008	16,646,909.98			0.019	920.20	9/4/2008	9,488,128.65	1.99	0		624.48
9/5/2008				0.019	910.98	9/5/2008		1.97	0		519.21
9/6/2008	16,648,909.98			0.019	7 910.98	9/8/2008	9,488,126.85	1.97	0		519.21
9/7/2008	16,648,909.98			0.019	7 910.96	9/7/2008	9,488,126.85	1.97	0		519.21
9/8/2008	16,648,909.98			0.019	2 887.84	9/8/2008	9,488,126.85	1.92	0	0.0192	508.03
9/9/2008	16,646,809.98			0.019		9/9/2009	9,488,126.85	1.98	Q	0.0198	516.58
9/10/2008	18,646,909,98			0.019		9/10/2008	9,488,126.85	1.96	0	D.0196	518.58
9/11/2008				0.021		9/11/2008	9,488,126.85	2.12	0	0.0212	558.75
	16,648,909.98			0.0		9/12/2008	9,488,126,85	2	0	0.02	527.12
9/12/2008				0 0.02		9/13/2008		2,1	0	0.021	553.47
9/13/200B				0 0,02		9/14/2008	9,488,128,85	2.1	0	0.021	853.47
9/14/2008				0 0.02		9/15/2008		2.1	C	0.021	653.47
9/15/2008	16,646,909.88			0 0.028	•	9/16/2008		2.84	0	0.0284	•
9/16/2008	•	2.84	'	0.020	-						
per TAC	•				13,904.79	per TAC	•				7,925.22

EXHIBIT C

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SCHEDULE

d Settler	Gross Consid
2.18 16-Sep-08	1,871,658.01
2.50 16-Sep-08	2,725,000.00
3.70 17-Sep-08	109,444.42
3.33 16-Sep-08	72,624.64
5.78 16-Sep-08	-823,565.00
5.99 16-Sep-08	-251,970.00
3.96 18-Sep-08	-298,724.60
22 12 85 86 76	sid SettlO1 22.18 16-Sep-06 12.50 16-Sep-08 89.70 17-Sep-08 88.33 16-Sep-08 76.78 16-Sep-08 95.99 16-Sep-08 73.96 18-Sep-08

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EXHIBIT B

PROOF OF CLAIM

United States Bankruptcy Court/Southern	District of New York		- OF OLAH
United States Bankruptcy Court/Southern Lehman Brothers Holdings Claims Processing Ce		PROC	F OF CLAIM
c/o Epiq Bankruptcy Solutions, LLC			
FDR Station, P.O. Box 5076			
New York, NY 10150-5076 In Re:	Chapter I I		
Lehman Brothers Holdings Inc., et al.	Case No. 08-13555 (JMP)		
	Joint Administered) ase No. of Debtor		
Lehman Brothers Holdings Inc. 0	8-13555		
NOTE: This form should not be used to make a cle	aim for an administrative expense arising		
after the commencement of the case. A request for	payment of an administrative expense	THIS SPACE IS	FOR COURT USE ONLY
may be filed pursuant to 11 U.S.C. § 503.		IIII DI ACEI	
Name and address of Creditor: (and name and ad	idress where notices should be sent if	Check this box to indicate that this	
different from Creditor) TPG-Axon Partners, L.P.		claim amends a previously filed claim.	
(For addresses and telephone numbers, see at	tached annex)	Court Claim	
to a decidence and total find the man of one at		Number:	
		(if known)	NAME OF COMPANY OF A LAND
Telephone number: Email	Address:	Filed on:	NOTICE OF SCHEDULED CLAIM: Your Claim is scheduled by the indicated Debtor as:
Name and address where payment should be sent		☐ Check this box if you are aware	-
(See attached annex)	- (that anyone else has filed a proof of claim relating to your claim. Attach	
fers america		copy of statement giving particulars.	
	1.4.13	Check this box if you are the debtor or trustee in this case.	
Totophotte transcer.	l Address:		5. Amount of Claim Entitled to Priority
1. Amount of Claim as of Date Case Filed:	\$ 24,120,008.63 (see attached annex fo	r de(alls)	under 11 U.S.C. § 507(a). If any portion of
If all or part of your claim is secured, complete It item 4.	tem 4 below; however, if all of your claim	i is unsecured, do not complete	your claim fails in one of the following
If all or part of your claim is entitled to priority, of	complete Item 5.	VO late Trans C	categories, check the box and state the amount.
If all or part of your claim qualifies as an Admini		o)(9), complete item 6.	Specify the priority of the claim:
 ☐ Check this box if all or part of your claim is l ☐ Check this box if all or part of your claim is l 	based on a Derivative Contract* based on a Guarantee.*		
*IF VOUD CLAIM IS RASED ON AMOUNT	S OWED PURSUANT TO EITHER A	DERIVATIVE CONTRACT	Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
OR A CHARANTEE OF A DERTOR VOLLA	MUST ALSO LOG ON TO http://www	lehman-claims.com AND	Wages, salaries or commissions (up to
FOLLOW THE DIRECTIONS TO COMPLE SUPPORTING DOCUMENTATION OR YO	ETE THE APPLICABLE QUESTION! OUR CLAIM WILL BE DISALLOWEI	yairg and upluad),	\$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the
M Check this how if claim includes interest or o	other charges in addition to the principal a	mount of the claim. Attach	debtor's business, whichever is earlier – 11
itemized statement of interest or additional charge	zes. Attach itemized statement of interest	or charges to this form or on	U.S.C. § 507(a)(4).
http://www.lehman-claims.com if claim is based	On a Derivative Contract of Guarantee.		Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
2. Basis for Claim: (See attached annex) (See instruction #2 on reverse side.)			Up to \$2,425 of deposits toward purchase,
3. Last four digits of any number by which	reditor identifies debtor: N/A		lease or rental of property or services for
3a. Debtor may have scheduled account (See instruction #3a on reverse side.)	t as:	-	personal, family, or household use – 11 U.S.C. § 507(a)(7).
4 Claim (Can instruction #4 on rays	area cida)		Taxes or penalties owed to governmental
4. Secured Claim (See instruction #4 on reve Check the appropriate box if your claim is	secured by a lien on property or a right o	f setoff and provide the requested	units – 11 U.S.C. § 507(a)(8).
information.			Other - Specify applicable paragraph of
Nature of property or right of setoff: 🔲 F		Γ	11 U.S.C. § 507(a)().
Describe: (See attached annex)	unual Interest Pate 9/		Amount entitled to priority:
Value of Property: \$ Anount of arrearage and other charges as	nmusi interest Rate70 of time case filed included in secured clai	im if anv:	
_		and a soul	\$N/A
\$ Ba Amount of Secured Claim: \$	Amount Unsecured: \$		
6. Amount of Claim that qualifies as an Ac			
(See instruction #6 on reverse side.)			FOR COURT USE ONLY
7. Credits: The amount of all payments on t 8. Documents: Attach redacted copies of an	sy documents that support the claim, such	as promissory notes, purchase	
invoices itemized statements of running	accounts contracts undements morteage	es and security agreements. Attach	Contract and the Contra
redacted copies of documents providing evidenc reverse side.) If the documents are voluminous,	attach a summary.		FILED RECEIVED
DO NOT SEND ORIGINAL DOCUMENTS.	ATTACHED DOCUMENTS MAY B	E DESTROYED AFTER	
SCANNING. If the documents are not available, please explain			SEP 2 2 2009
	/		-
Date: Signature:	•		
14/22/06/- 1////			EPIQ BANKRUPTCY SOLUTIONS, LLC
Penalty for presenting fraud	dulent claim: Fine of up to \$500,000 or in	nprisonment for up to 5 years, or bot	h. 18 U.S.C. §§ 152 and 3571.
1 Charty for programmy runn			

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	
	x :
In re:	: : Chapter 11
LEHMAN BROTHERS HOLDINGS INC., et al.,	: Case No. 08-13555 (JMP)
Debtors.	: (Jointly Administered) :
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	x :

### ANNEX TO PROOF OF CLAIM HELD BY TPG-AXON PARTNERS, L.P

This is an Annex to, and a part of, the proof of claim (the "Proof of Claim") filed by TPG-Axon Partners, L.P. ("TPG" or "Claimant"), c/o TPG-Axon Capital Management, L.P., 888 Seventh Avenue, 38th Floor, New York, NY 10019. TPG is the holder of a claim (the "Claim") against Lehman Brothers Holdings Inc. ("LBHI" or the "Debtor"," and collectively with LBHI's affiliated debtors and debtors-in-possession in the above-captioned chapter 11 cases the "Debtors") described on the prefixed Proof of Claim and as set forth in further detail in this Annex.

THIS ANNEX CONSTITUTES A PART OF THE PROOF OF CLAIM AND IS INCORPORATED THEREIN BY REFERENCE. Copies of certain supporting documents relating to the Claim are described below and will be filed in accordance with the procedures established for the filing of claims in the Debtors' chapter 11 cases and are incorporated by reference into the Proof of Claim. Copies of certain additional supporting documentation (including but not limited to the Agreements (as defined herein)) are voluminous, contain proprietary business information and are readily available to the Debtors and accordingly, not attached hereto. The Claimant will furnish the Debtor with copies of any additional pertinent documentation upon request or as otherwise required by order of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

- 1. <u>Basis for Claim</u>: On September 15, 2008 (the "<u>Petition Date</u>"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "<u>Bankruptcy Code</u>"), in the Bankruptcy Court. The Debtor is obligated to the Claimant for the Claim described herein.
- (a) The Claim asserted herein arise from or are related to transactions with the Debtors pursuant to that certain ISDA Master Agreement (and all schedules, annexes and confirmations thereto) by and among TPG and Lehman Brothers International (Europe) ("LBIE"), as counterparties, and LBHI, as guarantor, dated as of December 16, 2005 (as amended, supplemented or otherwise modified from time to time, and including any related agreements and other documents, collectively, the "Master Agreement"); and (b) that certain Guarantee of LBHI, dated as of December 16, 2005, (as amended, supplemented or otherwise

modified from time to time, and including any related agreements and other documents including the guarantee by LBHI of all liabilities of LBIE dated January 4, 2008, collectively, the "Guarantee" and together with the Master Agreement, the "Agreements"). In connection with the counterparties' entry into the Master Agreement and pursuant to the Guarantee, LBHI agreed to act as Guarantor of LBIE's obligations under the Master Agreement for the benefit of TPG. The Claims are based upon obligations, liabilities and indebtedness owing by the Debtors to the Claimant (the "Obligations"), which Obligations arise under and in connection with the Agreements and other related documents.

(b) Without limiting the generality of the foregoing, the Claim includes, without limitation, the Obligations described below.

Guaranteed LBIE Claims. Pursuant to section 6 of the Master Agreement, upon the filing of the Debtors' bankruptcy petitions on September 15, 2008, TPG was entitled to declare an Event of Default and designate an Early Termination Date (as these terms are defined in the Master Agreement) for termination of the Master Agreement.

On September 15, 2008, TPG sent a notice to the Debtors designating September 15, 2008 an Early Termination Date of the Master Agreement. (See Exhibit A). On September 17, 2008, TPG sent LBIE and the Debtors a "Notice of Calculations," and on September 22 TPG sent LBIE and the Debtors an "Amended Notice of Calculations" which included a statement of calculations and quotations setting forth the amount that TPG reasonably determined in good faith was payable to it under section 6(e) of the Master Agreement (See Exhibit B). LBHI, by the Guarantee, owes TPG \$23,820,228 in respect of the Master Agreement.

On September 19, 2008, TPG sent a notice of Acceptance of Repudiatory Breach to LBIE and the Debtors with respect to unsettled trades under LBIE's General Terms and Conditions in the amounts of EUR 186,271.20 (or USD 265,306.07) and CHF 38,470.16 (or USD 34,474.56) (see Exhibit C). LBHI, by the Guarantee, owes TPG \$299,780.63 in respect of these unsettled trades.

Total Amount of Claim at Time of Bankruptcy Filing: Liquidated claims of not less than \$24,120,008.63 inclusive of accrued interest as of the Petition Date, in the aggregate, plus contingent unliquidated claims not presently ascertainable as described herein.

Without limiting any of the foregoing, Claimant reserves all of its rights to assert claims for interest (including, without limitation, at the default rate), fees, costs, charges, expenses, disbursements, liabilities, losses, damages, indemnification, reimbursement and/or contribution, and other amounts, including, without limitation, legal fees and expenses (including, without limitation, in connection with the preparation, filing and prosecution of the Proof of Claim), that exist or arise as of or after the date of the filing of the Proof of Claim, whether prior to, on or subsequent to the Petition Date, in each case to the extent or as may be permitted, provided and/or contemplated in the Agreements, any supporting documentation or applicable law.

- 2. <u>Secured Claim</u>: The Claim of the Claimant against the Debtors for amounts due and owing as of the Petition Date is an unsecured claim to the extent of any deficiency following any exercise by Claimant of any rights of setoff that it may have against the Debtor. Claimant hereby asserts any and all rights of setoff it may have in respect of the Claim, including, without limitation, the right to setoff its Claim against any claims that Debtors (or any successor, assignee or person claiming through Debtors) may assert against the Claimant.
- 3. <u>Credits</u>: The amount of all payments on the Claim has been credited and deducted for purposes of making this Proof of Claim.

## 4. Reservation of Rights:

- (a) In filing its Proof of Claim, Claimant expressly reserves all rights and causes of action, including, without limitation, contingent or unliquidated rights that it may have against the Debtor. This description and classification of claims by Claimant is not a concession or admission as to the correct characterization or treatment of any such claims or a waiver of any rights of the Claimant. Furthermore, Claimant expressly reserves all rights to amend, modify and/or supplement the Proof of Claim in any respect, including, without limitation, with respect to the filing of an amended proof of claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim for additional claims, including, without limitation, claims for interest (including, without limitation, at the default rate), fees and related expenses (including, without limitation, attorneys' fees) that are not ascertainable at this time.
- (b) Claimant's Proof of Claim is filed without prejudice to the filing by Claimant of additional proofs of claim or requests for payment with respect to any other indebtedness, liability or obligation of any of the Debtors. Claimant does not, by its Proof of Claim or any amendment or other action, waive any rights with respect to any scheduled claim.
- (c) By filing the Proof of Claim, Claimant does not waive any rights under chapter 5 of the Bankruptcy Code.
- (d) In executing and filing its Proof of Claim, Claimant does not submit itself to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to its Claim against the Debtor and does not waive or release: (i) its rights and remedies against any other person or entity that may be liable for all or part of the Claim set forth herein, whether an affiliate or subsidiary of the Debtor, an assignee, guarantor or otherwise; (ii) any obligation owed to it, or any right to any security that may be determined to be held by it or for its benefit; (iii) any past, present or future defaults (or events of default) by the Debtor or others; or (iv) any right to the subordination, in favor of Claimant, of indebtedness or liens held by other creditors of the Debtor. The filing of the Proof of Claim is not, and shall not be construed as, an election of remedies or limitation of rights or remedies.
- (e) Nothing contained in the Proof of Claim nor any subsequent appearance, pleading, claim or suit is intended to be a waiver or release of: (i) the right of Claimant to have final orders in non-core matters entered only after de novo review by a district court judge; (ii) the right of Claimant to a jury trial in any proceeding so triable herein or, in any case, any

controversy or proceeding related hereto; (iii) the right of Claimant to have the reference withdrawn by the United States District Court for the Southern District of New York in any matter subject to mandatory or discretionary withdrawal; (iv) the right of Claimant to have any unliquidated portions of the Claim determined by applicable state courts; or (v) any other rights, claims, actions, defenses, setoffs or recoupments to which Claimant is or may be entitled under agreements, documents or instruments, in law or equity, all of which rights, claims, actions, defenses, setoffs and recoupments are expressly reserved.

5. Notices: All notices with respect to the Claim should be sent to:

TPG-Axon Partners, L.P. c/o TPG-Axon Capital Management, L.P. 888 Seventh Avenue, 38th Floor New York, NY 10019 Attention: Mia Harding Email: mharding@tpgaxon Telephone: +44 207 758 6243

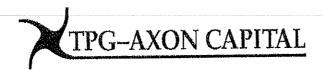
with copies to:

Cadwalader, Wickersham & Taft LLP One World Financial Center New York, New York 10281 Attention: Steven Lofchie

Phone: 212-504-6000 Facsimile: 212-504-6666

Dated: September 22, 2009

EXHIBIT A



September 15, 2008

Lehman Brothers International (Europe) 25 Bank Street London E14 5LE England

Attention: Documentation Manager

ce: Lehman Brothers Holdings Inc. (London Branch)
25 Bank Street
E14 5 LE
London, England
Attention: Credit Risk Group

#### NOTICE OF EARLY TERMINATION

Re: ISDA Master Agreement between Lehman Brothers International (Europe) ("Counterparty") and TPG-Axon Partners, LP (the "Fund"), dated December 16, 2005 (the "Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

This letter serves as notice of the designation of an Early Termination Date effective as of September 15, 2008 pursuant to Sections 5(a)(vii) and 6(a) of the Agreement.

In accordance with the provisions of Section 6(e) of the Agreement, we will calculate the amount, if any, payable in respect of such Early Termination Date. We will provide you as soon as reasonably practicable with our calculations pursuant to Section 6(d) of the Agreement and specify the Early Termination Amount payable and the details of the relevant account to which the Early Termination Amount (if any) is to be paid.

The Fund hereby reserves all of its rights in respect of the Agreement whether arising under the Agreement, at law or otherwise (and for the avoidance of doubt this letter does not constitute a waiver of any such rights) including but not limited to the right to serve any further notice on you.

The notice is governed by the laws of the State of New York.

Please provide us with a written acknowledgement of receipt of this notice.

If you have any queries in connection with this notice please contact Mia Harding on +44 20 7758 6243 (<a href="mailto:mharding@tpgaxon.com">mharding@tpgaxon.com</a>).



TPG-Axon Partners, LP

By: TPG-Axon Capital Management, L.P., solely as investment manager and not in its individual capacity

Name: Michael Gismondi Title: Chief Financial Officer

EXHIBIT B



September 22, 2008

Lehman Brothers International (Europe) 25 Bank Street London E14 5LE London, England

Attention: Documentation Manager

Lehman Brothers Holdings Inc. (London Branch)
25 Bank Street
E14 5LE
London, England
Attention: Credit Risk Group

#### AMENDED NOTICE OF CALCULATIONS

Re: Early Termination notice effective as of September 16, 2008 regarding the ISDA Master Agreement between Lehman Brothers International (Europe) ("Counterparty") and TPG-Axon Partners, LP (the "Fund"), dated December 16, 2005 (the "Master Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

This letter serves as the Fund's amended notice of calculations and statement of payments on early termination pursuant to Section 6(d)(i) of the Master Agreement. This notice supersedes and amends the Notice of Calculations sent by the Fund to the Counterparty dated September 17, 2008. In our determination of the early termination amount, we have performed all calculations pursuant to Section 6(e) and have exercised our rights of Set-off.

Pursuant to the terms of the Master Agreement, the Fund has determined the Early Termination Amount in accordance with the definition of "Loss" in the Master Agreement, which is an amount determined by the Fund in good faith equal to its total losses and costs. The relevant "Loss" calculation is specified in Appendix 1 to this letter, and evidence of that calculation is specified in Appendix 2 to this letter.

The Termination Currency specified in Part 1 of the Schedule to the Master Agreement is U.S. Dollars ("USD").

Accordingly, pursuant to Section 6(e), the amount payable by the Counterparty to the Fund is USD 23,820,228, determined on the following basis:

1. Settlement Amount:

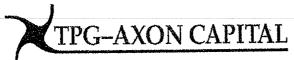
USD 14,324,176

**PLUS** 

 Termination Currency Equivalent of the Unpaid Amounts owed to us:

USD 9,496,052

LESS



Termination Currency Equivalent of the Unpaid Amounts owed by us:

**USD 0.00** 

TOTAL

3.

USD 23,820,228

We should be grateful if you would please therefore pay such amount in immediately available funds to the following account:

Chase Manhattan Bank, N.Y. ABA# 021-000-021 F/A/O Goldman Sachs & Co, N.Y. A/A# 930-1-011483 Sub-account: 002-37737-2

If you have any queries in connection with this notice please contact Mia Harding on +44 20 7758 6243 (<a href="mailto:mharding@tpgaxon.com">mharding@tpgaxon.com</a>).

### TPG-Axon Partners. LP

By: TPG-Axon Capital Management, LP Solely as investment manager and not in its individual capacity

Name: Michael Gismondi Title: Chief Financial Officer

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APPENDIX 1

09/16/08 LEH OTC Positions

**Equity Swaps** 

			Underlying 88					Unrealized	Accrued Div, Fin,	Settlement
TPGA Entity	LEH Entity	Security	Ticker	Posn	8k Cost (USD)	9/16 Price	MV Local	MTM P&L	Outstanding Payments	Amount
TPG-AXON PARTNERS LP	LBIE	HEALTHCARE PRODUCT COMPANIES INDEX 3 S	LBESX308	(392,699)	(19,241,924)	47.59300	(18,689,724)	552,200	(524,065)	28,135
							(12,689,724)	552,200	(S24,06S)	28,135

CDS

							MAC CO	Decoration
TPGA Entity	LEH Entity	Security	8B Ticker	Post	9/16 Price	WV Local	Interest	Amount
TPG-AXON PARTNERS LP	LBIE	CDS F CDX IG SYR LEH	CDX.NA.IG.8 6/12	(247,500,000)	94,14634706	14,487,791	{211,750}	14,276,041
				(247,500,000)		14,487,791	(211,750)	14,276,041

**Equity Options** 

TPGA Entity	LEH Entity	Security	8B Ticker	Posn	9/16 Price	MV Local	Amount
TPG-AXON PARTNERS LP		January 09 Calls on MEE US (115) OTC LB	MEE+AY	1,600	0.12500	20,000	20,000
110111111111111111111111111111111111111				1,600		20,000	20,000

Summary

TPGA Entity	LEH Entity	Settlement Amount Un	paid Amounts*	Net Receivable
TPG-AXON PARTNERS LP	1BIE	 14,324,176	9,496,052	23,820,228

^{*}Includes margin posted and other unpaid amounts.

08-13555-mg Doc 5318 Filed 10/01/09 Entered 10/01/09 13:40:15 Main Document Pg 49 of 68

# "APPENDIX 2"

### Peggy Kelly

From:

Sean Fletcher

Sent:

Friday, September 19, 2008 6:45 PM

To: Ce: Peggy Kelly Scott Friedman

Subject:

FW: ML CDX: IG8 210/215(-6) HVOL8 390/405(-35)

Here is the end of day valuation for IG8 for 9/16/08.

----Original Message-----

From: LIZ EVERETT, MERRILL LYNCH/NY, WFC [mailto:leverett@bloomberg.net]

Sent: Tuesday, September 16, 2008 3:59 PM

To: Credit Index

Subject: ML CDX: IG8 210/215(-6) HVOL8 390/405(-35)

ML CDX: IG8 210/215(-6) HVOL8 390/405(-35)

The information herein has been obtained from various sources. We do not guarantee its accuracy. Neither the information, recommendations or opinions expressed herein constitutes an offer to buy or sell any securities, futures, options, or investment products. Merrill Lynch may trade for its own account in the securities or other products described here. Foreign currency denominated investments are subject to fluctuations in exchange rates that could have a positive or adverse effect on the investor's return.

Corp CDSW <HELP> for explanation. 1<GO> to save Deal, 2<GO> to save curve source CPU:300 SWAP CREDIT DEFAULT Members All Quotes View Send to VCON Curves Deal Date Spreads Information Deal BB #: SP9509XX Curve Date: 9/15/08 CDS Index: CDX.NA.IG.8 6/12 Benchmark: S168 MMid Deal#: Counterparty: Privilege: U User US Fixing Swap Curve Ticker: / Series: 6) 5yr Fix Diff: -40.55bp Settlement Code: USD Business Days: USD GBP Pricing Curve: Fixing Currency: USD Business Day Adj: 1 Following
B BUY Notional: 502.50 MM Sprds:U User Ask Factor:1 CDSD SP9509XX IMMI Effective Date: 3/21/07 Knock Out: N Par Cds Spreads Default Maturity Date: Day Count: ACT/360 6/20/12 (bps) Prob Flat: Month End: N Payment Freq: O Quarterly 210.000 0.0178 3/20/09 First Cpn: 6/20/07 Pay Accrued: True 210.000 0.0352 Next to Last Cpn: 3/20/12 9/21/09 Curve Recovery: T True 210.000 0.0686 0.40 Date Gen Method: B Backward 9/20/10 Recovery Rate: 9/20/11 210.000 0.1009 35,000bps Deal Spread: 210.000 0.1322 9/20/12 Mode: 1 Calc Price Calculator 210,000 0.1623 Model: 1 GjpWorgan 9/20/13 Valuation Date: 9/16/08 210,000 0.2194 9/21/15 Cash Settled On: 9/18/08 210.000 0.2978 9/20/18 209,992 bps 94.14634706 Repl Sprd: Price: Frequency: | Quarterly Day Count: ACT/860 29,414,606 Sprd DV01: 159,144.75 Market Val: -429,917 Days: 88 32) Sprd KRR Accrued: ACCIVED: 1429,717 bdy3. 27,552.18 Recovery Rate: 0.40

Total Val: 28,984,689 IR DV01: -5,552.18 Recovery Rate: 0.40

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Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2008 Bloomberg Finance L.P. 6578-612-1 20-3ep-2008 13:28:58

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 $\langle \text{HELP} \rangle$  for explanation,  $\langle \text{MENU} \rangle$  for similar functions.

Index HP

# CLOSE/MID/PRICE LBESX308 LB Equity Swap NCI

NClass308

Page 1 / 6

LBESK308 LB Equity Swap	MCTARROOM	HI 53.314 ON 12/10/07
Range 10/26/07 to 9/19/	708 Period D Daily	AVE 48.678
	ISD Market M Mid	LOW 44.413 ON 3/17/08
DATE PRICE	DATE PRICE	DATE PRICE
F 9/19 48.025		F 8/8 50.901
T 9/18 47.524	T 8/28 50.657	T 8/ 7 49.566
W 9/17 46.184		W 8/6 50.003
7 9716 47 593	T 8/26 49.950	T 8/ 5 50.321
M 9/15 47.979		M 8/4 50.424
F 9/12 49.470		F 8/ 1 49.410
T 9/11 49.039	11 44 44 1	T 7/31 49.217
W 9/10 48.470		W 7/30 49.277
T 9/9 48.556	,, 0, 00	T 7/29 49.236
M 9/8 49.222	M 8/18 50.964	M 7/28 48.815
F 9/ 5 48.796	F 8/15 51.558	F 7/25 49.751
T 9/4 48.967	T 8/14 51.141	T 7/24 49.461
W 9/3 50.235	W 8/13 50.936	W 7/23 49.675
T 9/2 50.109	T 8/12 50.755	T 7/22 49.669
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POSITIVE NUMBERS = DUE TO LEHMAN/COLLATERAL HELD BY LEHMAN NEGATIVE NUMBERS = DUE TO YOU/COLLATERAL HELD BY YOU

The below estimated value[s] are as of the date indicated and do not represent actual bids or offers by Lehman Brothers. There can be no assurance that actual trades could be completed at such value[s]. Unless otherwise specified, the below valuations represent mid-market valuations. Mid-market values attempt to approximate the current economic value of a given position using prices and rates at the average of the bid and offer for the respective underlying asset(s) or reference rate(s). Discussions of trade values in general, and indicative or firm price quotations and actual trade prices in particular, may vary significantly from these written estimated values as a result of various factors, which may include (but are not limited to) prevailing credit spreads, market liquidity, position size, transaction and financing costs, hedging costs and risks and use of capital and profit.

These estimates may not be representative of any theoretical or actual internal valuations employed by us for our own purposes, may vary during the course of any particular day and may vary significantly from the estimates or quotations that would be given by another dealer. You should consult with your own accounting or other advisors as to the adequacy of this information for your purposes. As a condition for providing these estimates, you agree that Lehman Brothers makes no representation and shall have no liability in any way arising there from to you or any other entity for any loss or damage, direct or indirect, arising from the use of this information.

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GID	RMSID	liade	Effective	Deal - Specific 1	Breakdown (Sche Notional	düled) Notional Am	ound Indep	endent	Independent	
		Date	Date	.Date	CCY		CC¥ Requir	ement ercent	Requirement。 #(USD)	
10022973 10027732	N007296E N008178E	26-Oct-2007 03-Jan-2008	31-Oct-2007 08-Jan-2008	01-Dec-2008 09-Feb-2009	USD Carte (USD) (130)	11,863 340	3,97:4 ),04-8	7.50 - ⊬7.50÷ ∷ 5 ∵	889,798 25,504	
10029334	N008416E	25-Jan-2008	30-Jan-2008 07-War-2008	02-Mar-2009 07-Apr-2009	USD USD	1,948	3,29-4 3,52-5	7.50 7.50	146.122 24.264	
10032250 10037271	N008837E N009526E	04-Mar-2008 13-May-2008	16-May-2008	16-Jun-2009	USD	3,153	3,57°9	7.50	236,518	n erne sammassam en erne en er en siet statt waarde en en en e
10030690	N008649E	11-Feb-2008	14-Feb-2008	16-Mar-2009	USD	1,612	2.47.2	7.50	120,935 1,443,142	
DEAL-SPECIFIC	BREAKDOWN TO	IAL								
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				Gol	lateral Data					
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## LEHMAN BROTHERS

# DERIVATIVES - MTM STATEMENT

TO TPG:AXON PARTNERS (OFFSHORE); LTD:
AIG#:020705T0FF=2
WAFKIT
PHONE
FAX:
EMAIL: of:@bgaxon.com.gsfundadmin-tpg@gs.com,ernest.hance@gs.com;
ellen.conklin@gs.com;confirms@tpgaxon.com;erazy@tpgaxon.com;dai@tpgaxo
n.com;
DATE: \$47.5E022008
COB VALUATION DATE: 17-Sep-2008
REPORTING CCY. USD

E-SALE SECONDARIES INTERNATIONAL EUROP	B
STANLEY DEAN	第678年产生的基本。
PHONE: 212-526-2170	
FAX: 917-522-0252	健康是在2016年,1916年 <u>1</u>
EMAIL: cvg@lehman.com	
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	METERS AND DESCRIPTION OF THE PERSON OF THE
MTMSummary (independent Requirement Summary	TA KAR
Default Swaps Total: (22.162.254) Portfolio Independent Requirement	USD/USD: 1.000000000
(22 500) Piegl Specific Independent Requirement 2 930 035	
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GID	RMSID	Product Type	eTicker*	Trade	Matu	-Défault Sy		GCY_	Notional Amount	Indicative		MTM
				Date	Date		Sell		CCY	Spread		(USD)
3245640	3245640	DEFAULTS	CDX_IG_0612	01-Aug-2007	7 20-Ju	ın-2012		USD	167,500,000	0.0167		(7,387,418)
3245641	3245641	DEFAULTS (	CDX_IG_0612 / :	01-Aug-2007	7. e 20-Ju	fn-2012 .	îs de la	USD	335,000,000	0.0167	ever (Average)	(14,774,836)
DEFAULT	SWAPS TOTAL											(22,162,254)
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GID : F		roductTicker	Trade	Maturity Buy		om cci.	Strike	No of	Notional:	Option Ur Value	derlying Value	MTM (USD)
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3871881 A	V08 <b>0</b> 61145 O	O MEE.N	04-Jun-2008	16-Jan-2009 3	S AMER	C USD	115.0000	-3,400.00	39,100,000	0.1250	43,3600	(42,500)
EQUITYO	PTIONS TOTAL											(42,500)
						Equity S						
								Notional	No of No	tional Amount	Market	MTM
-GID-	S RMSID	Product Typ	ne Ticker	Cosip	Trade	Effective Date	Maturity Date	CCY	Units ==	CCY	Price	(USD)
												1000 25 25 20
10022968	N007295E	EQUITYSW	AP LBESX30	ILBESX308 26	S-Oct-2007	31-Oct-20D	7 01-Dec-20	08 USD	480,591.00	24,118,030	49.04	489,821
10027731	N008177⊞	EQUITYSW	AP LBESX30	LBESX308 0	3-Jan-2008	.08 Jan 20Ö	a professional and the state	Of the Control	13,200.00	660,094	49.04	(12,507)
10029333	N008415E	EQUITYSW			Jan-2008	30-Jan-200			83,750.00	3,955,627	49.04	166,824
10030689	- N008648È	EQUITYSW		the second of the second agency	Feb-2008	ر الزارة والمراز الزارة والمراز الراز المراز	8 16-Mar-20	the street and a second	71,690.00 14,070.00	2,273,807 656,854	49.04 49.04	249,356 33,325
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		<b>Falling Villa</b>							EDIRMON	HP		Www.es	
DATE	BALANCE	FED :	SPREAD	NET RATE	INTEREST		DATE	BALANCE			NET RATE		
9/1/2008	18,648,909.98	1.94	0	0.0194	897.08		9/1/2008	9,488,126.85	1.94	0	0.0194	611.30	
9/2/2008	16,648,909.98	1.96	0	0.0196	906.33		9/2/2008	9,488,126.85	1.96	0	0,0196	516.58	
9/3/2008	16,646,909,98	2.01	0	0.0201	929,45		9/3/2008	9,488,126.85	2.01	0	0.0201	529.75	
9/4/2008	18,648,909.98	1,99	0	0,0199	920.20		9/4/2008	9,488,126.85	1.99	. 0	0.0199	524.48	
9/5/2008	16,646,909,98	1.97	0	0.0197	910.98		9/5/2008	9,488,128.85	1.97	0	0.0197	518.21	
9/8/2008	16,646,909,98	1.97	0	0.0197	910.98		9/8/2008	9,488,128.85	1.97	0	0.0197	519.21	
9/7/2008	16,646,909,98	1.97	C	0.0197	910.98		9/7/2008	9,488,126.85	1.97	0	0.0197	519.21	
9/8/2008	16.646.909.98	1.92	C	0,0192	887,84		9/8/2008	9,488,128.85	1.92	0	0.0192	608.03	
9/9/2008	16,646,909,98	1.86	G	0.0196	906,33		9/9/2008	9,486,126.85	1,98	0	0.0198	516.58	
9/10/2008	16,646,909,98	1,96	0	0.0198	906.33	in in	9/10/2008	9,488,126.85	1.96	0	0.0196	516,58	
0/11/2008			Ċ	0.0212	980,32		9/11/2008	9,488,128.86	2.12	0	0.0212	568,75	
9/12/2008		2	Ċ	0.02	924.83		9/12/2008	9,488,126.85	2	0	0.02	527.12	
9/13/2008		2.1	C	0.021	971.07		9/13/2008	9,488,126.85	2.1	0	0.021	653.47	
9/14/2008			Č		971.07		B/14/2008	9,488,128,85	2,1	0	0.021	553.47	
9/15/2008			Č		071.07		9/15/2008	9,488,126,86	2.1	D	0,021	663,47	
9/16/2008		2.64	è				9/16/2008	· · · ·	2.64	0	0.0264	•	
\$/ 10/2000	-	2.01	`										
per TAC	•				13,904.79		per TAC	•				7,926.22	



September 17, 2008

Lehman Brothers International (Europe)
25 Bank Street
London
E14 5LE
London, England

Attention: Documentation Manager

Lehman Brothers Holdings Inc. (London Branch)
25 Bank Street
E14 5LE
London, England
Attention: Credit Risk Group

#### NOTICE OF CALCULATIONS

Re: ISDA Master Agreement between Lehman Brothers International (Europe) ("Counterparty") and TPG-Axon Partners, LP (the "Fund"), dated December 16, 2005 (the "Master Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

This letter serves as the Fund's notice of calculations and statement of payments on early termination pursuant to Section 6(d)(i) of the Master Agreement. In our determination of the early termination amount, we have performed all calculations pursuant to Section 6(e) and have exercised our rights of Set-off.

Pursuant to the terms of the Master Agreement, the Fund has determined the Early Termination Amount in accordance with the definition of "Loss" in the Master Agreement, which is an amount determined by the Fund in good faith equal to its total losses and costs. The relevant "Loss" calculation is specified in Appendix 1 to this letter.

The Termination Currency specified in Part 1 of the Schedule to the Master Agreement is U.S. Dollars ("USD").

Accordingly, pursuant to Section 6(e), the amount payable by the Counterparty to the Fund is USD 18,875,459, determined on the following basis:

Settlement Amount:

USD 9,378,711

PLUS

2. Termination Currency Equivalent of the Unpaid Amounts owed to us:

USD 9,496,748

LESS



Termination Currency Equivalent of the Unpaid Amounts owed by us:

USD 0.00

TOTAL

USD 18,875,459

We should be grateful if you would please therefore pay such amount in immediately available funds to the Chase Manhattan Bank, N.Y.

following account:

ABA# 021-000-021

F/A/O Goldman Sachs & Co, N.Y.

A/A# 930-1-011483 Sub-account: 002-37737-2

If you have any queries in connection with this notice please contact Mia Harding on +44 20 7758 6243 (mharding@tpgaxon.com).

TPG-Axon Partners. LP

By: TPG-Axon Capital Management, LP Solely as investment manager and not in its individual capacity

Name: Michael Gismondi Title: Chief Financial Officer

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# Appendix 1

LEH OTC Positions			Underlying 88					Unrealized		Settlement
TPGA Entity	LEH Ent	ity Security	Ticker	Posn	Bk Cost (USD)	9/15 Price	MV Local	MTM: P&L	Accrued Div, Fin	Amount
TPG-AXON PARTNERS LP	LBIE	CDS F CDX IG SYR LEH	:1/3	-247,500,000	-242,754,500	0.93998707	-232,645,800	10,117,700	0.00	10,117,700
TPG-AXON PARTNERS LF	LBIE	HEALTHCARE PRODUCT COMPANIES INDEX 3 SW	LBESX308	-392,699	-19,241,924	47.97900	-18,841,305	400,618	-526,808.90	-12 <del>6</del> .190
TPG-AXON PARTNERS LF	LBIE	January 09 Calls on MEE US (115) OTC LE	MEE+AY	1,600	644,80C	0.20000	32,000	-612,800	0.08	-512,80C
					-261,361,624		-251,456.105	9,905,519	-526,808	9,378,711

Totals			Unpaid	
TPGA Entity	LEH Entity	Settlement Amount	Amounts*	Net Receivable
TPG-AXON PARTNERS LP	LBIE	9,378,711	9,496,748	18,875,459

^{*}Includes margin posted and other unpaid amounts.

## EXHIBIT C

EVIDENCE OF TRANSFER OF CLAIM

### EVIDENCE OF TRANSFER OF CLAIM

#### THE DEBTOR AND THE BANKRUPTCY COURT TO:

For value received, the adequacy and sufficiency of which are hereby acknowledged, TPG-Axon Partners, LP ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman Sachs Lending Partners LLC (the "Assignee") 100% of its right, title, interest, claims and causes of action in and to, or arising under or in connection with, its claims (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code), against Lehman Brothers Holdings Inc., (the "Debtor"), the debtor in Case No. 08-13555 (JMP) ("Case") pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and the relevant portion of any and all proofs of claim (Nos. 17600 and 30099) filed by Assignor or its predecessor-in-interest with the Bankruptcy Court in respect of the foregoing claims.

Assignor hereby waives any objection to the transfer of the claims to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the foregoing claims, recognizing Assignee as the sole owner and holder of the claims, and directing that all payments or distributions of money or property in respect of the claims be delivered or made to the Assignee.

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM is executed this 24 day of September 2009.

> TPG-AXON PARTNERS, LP By: TPG-Axon Partners GP, LP, its general partner

By: TPG-Axon GP, LLC, its general partner

By: Name:

Michael Gismondi Title: Chief Flumetal Cilman

GOLDMAN SACHS LENDING PARTNERS LLC

Name:

Title:

By:

Jennifer Dokish Authorized Signatory

### **EXHIBIT D**

## Address for Notices:

c/o Goldman, Sachs & Co. 30 Hudson Street, 36th Floor Jersey City, NJ 07302 Fax: 212-428-1243

Contact: Andrew Caditz Phone: 212-357-6240

Email: Andrew.Caditz@gs.com

## Wire Instructions:

Citibank, N.A. ABA# 021000089

A/C Name: Goldman Sachs Lending Partners LLC

A/C # 30581483

Ref: Lehman LBIE Claims/TPG Attn: Bank Loan Operations